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TARGET CORPORATION

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

LOIS WEBLER,

Plaintiff,

vs.

TARGET CORPORATION; and  
DOES 1 to 25,

Defendants.

CASE NO.: 5:25-cv-00969 JLS (DTBx)

District Judge: Josephine L. Staton  
Magistrate Judge: David T. Bristow

**~~[PROPOSED]~~ STIPULATED  
PROTECTIVE ORDER**

**ORDER**

Based on the proposed Stipulation for Protective Order filed by the parties, and good cause appearing therefore, IT IS HEREBY ORDERED that the Parties' Stipulated Protective Order is hereby GRANTED as set forth below. The Court reserves the right to modify, amend or rescind this Protective Order as necessary. The court orders as follows:

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

1 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
2 following Stipulated Protective Order. The parties acknowledge that this Order does  
3 not confer blanket protections on all disclosures or responses to discovery and that  
4 the protection it affords from public disclosure and use extends only to the limited  
5 information or items that are entitled to confidential treatment under the applicable  
6 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
7 that this Stipulated Protective Order does not entitle them to file confidential  
8 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
9 followed and the standards that will be applied when a party seeks permission from  
10 the court to file material under seal.

11 **B. GOOD CAUSE STATEMENT**

12 This action is likely to involve trade secrets, customer and pricing lists and  
13 other valuable research, development, commercial, financial, technical and/or  
14 proprietary information for which special protection from public disclosure and from  
15 use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other things,  
17 confidential business or financial information, information regarding confidential  
18 business practices, or other confidential research, development, or commercial  
19 information (including information implicating privacy rights of third parties),  
20 information otherwise generally unavailable to the public, or which may be privileged  
21 or otherwise protected from disclosure under state or federal statutes, court rules, case  
22 decisions, or common law. Accordingly, to expedite the flow of information, to  
23 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
24 to adequately protect information the parties are entitled to keep confidential, to  
25 ensure that the parties are permitted reasonable necessary uses of such material in  
26 preparation for and in the conduct of trial, to address their handling at the end of the  
27 litigation, and serve the ends of justice, a protective order for such information is

1 justified in this matter. It is the intent of the parties that information will not be  
2 designated as confidential for tactical reasons and that nothing be so designated  
3 without a good faith belief that it has been maintained in a confidential, non-public  
4 manner, and there is good cause why it should not be part of the public record of this  
5 case.

## 6 **2. DEFINITIONS**

7 2.1 Action: This pending federal law suit, and any consolidated or related  
8 actions.

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
10 information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
12 it is generated, stored or maintained) or tangible things that qualify for protection  
13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
14 Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of  
21 the medium or manner in which it is generated, stored, or maintained (including,  
22 among other things, testimony, transcripts, and tangible things), that are produced or  
23 generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
26 an expert witness or as a consultant in this Action.

27 2.8 House Counsel: attorneys who are employees of a party to this Action.

1 House Counsel does not include Outside Counsel of Record or any other outside  
2 counsel.

3 2.9 Non-Party: any natural person, partnership, corporation, association, or  
4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
6 this Action but are retained to represent or advise a party to this Action and have  
7 appeared in this Action on behalf of that party or are affiliated with a law firm which  
8 has appeared on behalf of that party, and includes support staff.

9 2.11 Party: any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs). 2.12 Producing Party: a Party or Non-Party that produces Disclosure  
12 or Discovery Material in this Action.

13 2.13 Professional Vendors: persons or entities that provide litigation support  
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
16 and their employees and subcontractors.

17 2.14 Protected Material: any Disclosure or Discovery Material that is  
18 designated as “CONFIDENTIAL.”

19 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
20 from a Producing Party.

21 **3. SCOPE**

22 The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or extracted  
24 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
25 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
26 or their Counsel that might reveal Protected Material.

27 Any use of Protected Material at trial shall be governed by the orders of the  
28

trial judge. This Order does not govern the use of Protected Material at trial.

#### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.



1 protected testimony.

2 (c) for information produced in some form other than documentary and for any  
3 other tangible items, that the Producing Party affix in a prominent place on the exterior  
4 of the container or containers in which the information is stored the legend  
5 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
6 protection, the Producing Party, to the extent practicable, shall identify the protected  
7 portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
9 to designate qualified information or items does not, standing alone, waive the  
10 Designating Party’s right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the Receiving Party must make reasonable  
12 efforts to assure that the material is treated in accordance with the provisions of this  
13 Order.

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
16 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
18 process under Local Rule 37.1 et seq.

19 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
20 Designating Party. Frivolous challenges, and those made for an improper purpose  
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
23 or withdrawn the confidentiality designation, all parties shall continue to afford the  
24 material in question the level of protection to which it is entitled under the Producing  
25 Party’s designation until the Court rules on the challenge.

26 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is



disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the



1 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
2 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
3 not be permitted to keep any confidential information unless they sign the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
5 agreed by the Designating Party or ordered by the court. Pages of transcribed  
6 deposition testimony or exhibits to depositions that reveal Protected Material may be  
7 separately bound by the court reporter and may not be disclosed to anyone except as  
8 permitted under this Stipulated Protective Order; and

9 (i) any mediator or settlement officer, and their supporting personnel, mutually  
10 agreed upon by any of the parties engaged in settlement discussions.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this Action as  
15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification shall  
17 include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order to  
19 issue in the other litigation that some or all of the material covered by the subpoena  
20 or order is subject to this Protective Order. Such notification shall include a copy of  
21 this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
23 the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with  
25 the subpoena or court order shall not produce any information designated in this action  
26 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
27 or order issued, unless the Party has obtained the Designating Party’s permission. The

Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce

1 any information in its possession or control that is subject to the confidentiality  
2 agreement with the Non-Party before a determination by the court. Absent a court  
3 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
4 protection in this court of its Protected Material.

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7 Protected Material to any person or in any circumstance not authorized under this  
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
9 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
10 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
11 persons to whom unauthorized disclosures were made of all the terms of this Order,  
12 and (d) request such person or persons to execute the “Acknowledgment and  
13 Agreement to Be Bound” that is attached hereto as Exhibit A.

14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
15 **OTHERWISE PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other protection,  
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
20 may be established in an e-discovery order that provides for production without prior  
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
22 parties reach an agreement on the effect of disclosure of a communication or  
23 information covered by the attorney-client privilege or work product protection, the  
24 parties may incorporate their agreement in the stipulated protective order submitted  
25 to the court.

26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28

1 person to seek its modification by the Court in the future.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order no Party waives any right it otherwise would have to object to  
4 disclosing or producing any information or item on any ground not addressed in this  
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
6 ground to use in evidence of any of the material covered by this Protective Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any  
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
9 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
10 Protected Material at issue. If a Party's request to file Protected Material under seal is  
11 denied by the court, then the Receiving Party may file the information in the public  
12 record unless otherwise instructed by the court.

### 13 **13. FINAL DISPOSITION**

14 After the final disposition of this Action, as defined in paragraph 4, within 60  
15 days of a written request by the Designating Party, each Receiving Party must return  
16 all Protected Material to the Producing Party or destroy such material. As used in this  
17 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
18 summaries, and any other format reproducing or capturing any of the Protected  
19 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
20 must submit a written certification to the Producing Party (and, if not the same person  
21 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
22 category, where appropriate) all the Protected Material that was returned or destroyed  
23 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
24 compilations, summaries or any other format reproducing or capturing any of the  
25 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
26 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
27 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

1 reports, attorney work product, and consultant and expert work product, even if such  
2 materials contain Protected Material. Any such archival copies that contain or  
3 constitute Protected Material remain subject to this Protective Order as set forth in  
4 Section 4 (DURATION).

5  
6 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**  
7

8  
9  
10 Dated: June 26, 2025

By: 

David T. Bristow  
United States Magistrate Judge

PROOF OF SERVICE  
(California Code of Civil Procedure, §§1013a, 2015.5)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is 2121 Rosecrans Avenue, Suite 4300, El Segundo, CA 90245.

I am readily familiar with the business practices at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the regular course of business.

On June 18, 2025, I served the within **[PROPOSED] STIPULATED PROTECTIVE ORDER** on the interested parties in said action.

Sean Frederick, Esq.  
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*Attorneys for Plaintiff, LOIS WEBLER*

☐ **By U.S. Mail.** I placed a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as follows:

☒ **By Electronic Mail.** I caused the above document(s) to be delivered by electronic mail to the following e-mail addresses:

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 18, 2025, at El Segundo, California.

Kristen Fasnacht  
(Print Name)

  
(Signature)